

The 20th August, 1985

**No. 9/5/84-6 Lab./6571.**—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the Workman and the management of M/s. Capital Rubber and Plastic Works, N.I.T., Faridabad.

BEFORE SHRI R. N. BATRA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD.

Reference No. 643/1983

between

SHRI ASSA RAM, WORKMAN AND THE MANAGEMENT OF M/S. CAPITAL RUBBER AND PLASTIC WORKS, N. I. T., FARIDABAD.

Present :

Shri M. K. Bhandari, for the workman.

Shri K. P. Aggarwal, for the Management.

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana, referred the following dispute between Shri Assa Ram, Workman and the Management of M/s. Capital Rubber and Plastic Works, N.I.T., Faridabad, to this Tribunal for adjudication :—

Whether the termination of service of Shri Assa Ram, was justified and in order? If not, to what relief is he entitled?

2. Notices were issued to both the parties. The claimant in his demand notice dated 10th August, 1983, alleged that he was employed by the respondent on 16th January, 1981 as Mixtureman and was drawing Rs. 365/- per month. It was then alleged that on 15th March, 1983, the claimant filed a complaint to the Labour Inspector to the effect that the Management was not paying him minimum wages. It was then alleged that another complaint, dated 19th July, 1981 was sent to the Labour Inspector, which was fixed for 22nd July, 1983 and that the Management got annoyed due to the complaint having been made by the claimant and he was turned out from the factory premises in the afternoon

on 24th July, 1983, in an illegal manner. It was therefore, prayed that the claimant be reinstated with full back wages.

The Management in their written statement, dated 3rd October, 1984 pleaded that the reference was premature. It was also pleaded that the dispute between the parties did not fall within the purview of Section 2-A of the Industrial Disputes Act, 1947. It was also pleaded that the claimant had already taken his entire dues from the Management in full and final settlement of his claim on 25th December, 1983, and as such he was estopped for raising any further claim in this respect. It was also pleaded that the claimant took leave from 31st May, 1983, to 17th June, 1983 and thereafter attended the job upto 15th July, 1983, but later on absented himself from duty without any permission due to which he was marked absent. It was further pleaded that on 18th August, 1983, the demand notice was submitted by the claimant when conciliation proceedings took place, where the Management clearly stated that the claimant was absent from duty and that the Management was prepared to take him back on duty, but without back wages. It was then pleaded that since no settlement was arrived at between the parties, failure report was sent by the Conciliation Officer to the Labour Commissioner. It was also pleaded that on 25th December, 1983, the claimant approached the Management and asked for an amicable settlement with the Management and that the Management agreed to pay him his full dues amounting to Rs. 669.95 paise regarding wages and earned leave and bonus and that the claimant executed the stamped receipt after receiving the amount.

4. The claimant in his rejoinder reiterated the pleas taken in the demand notice and further denied that the claimant absented himself from duty. It was averred that the claimant was an illiterate person and it seems that his signatures were either being misused or had been procured on some other pretext and that it was doubtful whether the alleged signatures were forged or genuine. It was denied that the amount was received by the claimant in full and final settlement of his claim.

5. On the pleadings of the parties, the following issues are framed on 5th December, 1984 :—

(1) Whether the reference is premature as pleaded ? OPM

(2) Whether the workman has already taken his entire dues from the Management in full and final settlement of his claim on 25th December, 1983 ? If so, to what effect ? OPM.

(3) Whether the dispute does not fall under Section 2-A of the Industrial Disputes Act, 1947 ? OPM.

(4) Whether the termination of service of Shri Assa Ram was justified and in order ? If not, to what relief is he entitled ? OPM.

6. It may be mentioned that the Management has examined three witnesses and documents Ex. M-1 to M-17 have been tendered into evidence. The claimant has appeared in the witness-box and documents Ex. W-1 to W-7 have been tendered into evidence. After going through the evidence, oral and documentary, and hearing the representatives of both the parties, my findings on the above issues are as under :—

ISSUE NO. 1 & 2 :

7. Both these issues are interlinked and as such can be decided together. The Management examined MW-1 Shri Rajinder Parshad, Partner in the respondent factory, who stated that the claimant was employed as Mixtureman at the rate of Rs. 385.00 per month and that the claimant joined duty on 17th June, 1983, and performed his duty upto 15th July, 1983, but thereafter he absented himself without any prior permission or any application. He then stated that the claimant was marked absent in the attendance register till December, 1983 when on 25th December, 1983, the claimant came and collected his full and final dues, which amount was paid to him by MW-1 and that Ex. M-2 was the photostat copy of full and final receipt executed by the claimant. He further stated that the leave application Ex. M-1 was given by the claimant, who took Rs. 800/- as advance,—vide receipt Ex. M-3. Ex. M-4 is the report of the Conciliation Officer while Ex. M-5 is the copy of comments given by the Management in Conciliation proceedings. Ex. M-6 contained the details of the amount paid to the claimant,—vide receipt Ex. M-2. MW-2 Shri Som Nath Aggarwal, Handwriting and Finger Expert stated that he had examined the disputed signature mark Q-1 and Q-2 on the original receipt Ex. M-7 and that the signatures mark Q-3 on the voucher and had compared them with comparison signatures of the claimant mark S. 1 on the letter Ex. W-1, mark S-2 on the rejoinder,

mark S.3 of the letter of authority dated 14th September 1984, mark S-5 on the letter Ex.8 in original as well as with photographic enlargements, which were Ex. M-9 to M-12 with the assistance of necessary equipment and that negatives were Ex. M-13 to M-16. He further stated that after examining and comparison, it was his considered opinion that said disputed signatures mark Q-1 to Q-3 were written by the claimant and tallied with the comparison signatures mark S-1 to mark S-4. He further stated that reasons in details were given in his report, Ex. M-17, which was signed by him and was correct and he read as part of his statement. MW-3 Shri Choth Kumar Managing Partner of the respondent stated that the claimant gave the leave application Ex. M-1 and came for duty after availing of the leave, but he absented himself since 16th July, 1983 and collected his full and final dues on 25th December, 1983, which was entered in the Cash Book and that the details of the said amount were given in the document Ex. M-6. He further stated that no complaints were received by him from the Labour Inspector.

8. The claimant Shri Assa Ram has appeared as WW-1 and stated that he was employed in the respondent factory on 16th January, 1981 as Mixtureman and was getting Rs. 365/- p.m. He further stated that he demanded the grade of Rs. 425/- from the Management and lodged a complaint in that respect in the Labour Office through CITU Union. He further stated that he was turned out by the Management because he demanded higher grade and his services were terminated on 24th July, 1983. He further stated that he used to give eight sheets in eight hours, but the management wanted 16 sheets per day. He further stated that the letters Ex. W-1 to W-5 were written by him to various authorities and that Ex. W-6 was the postal receipt of letter Ex. W-2. He then stated that other letters were delivered by him by hand and the Ex. W-7 was the report of the Conciliation Officer. He then stated that E.S.I. deduction was made, but no employee's provident fund was deducted. He also stated that he suffered an accident in the factory and that E.S.I. documents were prepared at that time, when he lost four fingers. He further stated that he did not know the contents of the documents, which were prepared at the time of accident. He further stated that he had not settled his accounts with the respondent and had not received the wages for the month of July, 1983, and that he had not received the amount of Rs. 669.95 paise from the respondent in full and

final settlement of his claim. He also stated that the document Ex. M-7 did not bear his signatures. He further stated that he was willing to work in the respondent factory, but was pulling rickshaw under compelling circumstances. In cross-examination, he stated that sometimes he was earning Rs. 10/- and sometimes Rs. 30/- and Rs. 40/- per day.

9. The demand notice is dated 10th August, 1983, in which it is recited that the claimant was turned out by the Management in the afternoon of 24th July, 1983, without assigning any reasons merely because the claimant had filed two complaints against the Management on 15th March, 1983 (Ex. W-3) and on 19th July, 1983 (Ex. W-4). The plea of the Management in the comments filed in the Conciliation Proceedings (Ex. M-5) was that the name of the claimant had not been removed from the muster rolls and that the Management was still willing to take him back on duty, but without payment of back wages for the period he remained absent. In the written statement, it was pleaded that on 25th December, 1983, the claimant prayed the Management for an amicable settlement when the claimant received Rs. 669.05 paise in full and final settlement of his claim. The plea of the claimant, therefore, is that his services were terminated with effect from 24th July, 1983, while the case of the management is that the name of the claimant was removed from the muster roll on 25th December, 1983, when he received the amount in full and final settlement of his claim and as such the demand notice dated 10th August, 1983, was premature. The question that falls for determination is as to whether the services of the claimant stood terminated with effect from 24th July, 1983 or 25th December, 1983.

10. The evidence of both the parties has already been reproduced above. The testimony of MW-1 Shri Rajinder Parshad in a nut-shell is that the claimant had received Rs. 669.95 paise in full and final settlement of his claim,—vide original receipt Ex. M-7 and photostat copy Ex. M-2 on 25th December, 1983. It has come in evidence that the claimant had already raised a dispute with the Management by giving demand notice dated 24th July, 1983 and conciliation proceedings took place. The reference was ultimately made by the Government on 16th December, 1983. Consequently, the dispute was pending between the parties and there is no evidence that any application was made by the claimant to the Management on 25th December, 1983, for settlement of his

claim. If the claimant wanted to settle the disputes especially when the reference had already been made, he must have applied to the management for the settlement of his claim and a settlement would have been drafted and signed by both the parties and attested by some independent person. This has not happened in the present case. Moreover, Shri Rajinder Parshad, MW-1 is a partner in the respondent Company and his version does not find corroboration from any independent witness. He stated that the Foreman was present, when the alleged receipt Ex. M-7 was executed, but it was not attested by him. The Foreman has not been produced by the Management to corroborate the version of MW-1, Shri Rajinder Parshad. Further, the document Ex. M-7 is in English and allegedly bears the signatures of the claimant in Hindi. The claimant while appearing as WW-1, clearly stated that this document did not bear his signature and that no such settlement was arrived at between him and the Management and further that the amount of Rs. 669.95 paise was not received by him from the Management on the basis of the alleged settlement. He further stated that he had suffered an accident in the factory, in which his one finger was chopped off while three fingers were injured and that some E.S.I. documents were prepared at that time, but he did not know the contents of those documents. All this evidence, therefore, shows that the claimant did not enter into alleged settlement with the Management on 25th December, 1983, especially when the testimony of MW-1 Shri Rajinder Parshad does not find corroboration from any independent witness and the claimant has denied his signatures on the alleged receipt Ex. M-7 and the payment of Rs. 669.95 paise. The claimant had suffered injuries, due to which he had become handicapped and, consequently, he would not like to leave the job of the respondent because he could not get any equal or better job in some other concerns on account of his physical disability. The testimony of MW-1 Shri Rajinder Parshad, therefore, cannot be accepted. The evidence of MW-2 Shri Som Nath, Handwriting and Finger Prints Expert, does not help the management because the claimant specially denied his signatures on the document Ex. M-7. Moreover the Expert has no doubt opined in his report Ex. M-17 that the disputed signatures on the document Ex. M-7 tallied with the comparison signatures of the claimant, but a perusal of the above signatures with a naked eye would show that letters mark Q-1 and Q-2, do not resemble the peculiar characteristics because the initial strokes viz. Aa Sha, Ra, Ma of each letter differ in size as well as

shape. The testimony of MW-3 Shri Chorth Kumar does not help the Management because he was not present, when the alleged receipt Ex. M-7 was prepared.

11. In the ruling reported as **Andhra Laundry (proprietor, R.A. Masilamani) Madras and Additional Labour Court, Madras and others, 1964-I-LLJ page 356**, it is laid down that where the workmen received the amount in full and final settlement of their claim and gave individual receipt, they were stopped from putting forth a claim for the statutory benefits and deemed to have waived their right. This ruling is distinguishable on facts because in the present case, the alleged settlement and the payment of amount on the basis of the receipt Ex. M-7 do not stand proved and as a consequence, the services of the claimant were not terminated on 25th December, 1983, but, on the other hand, his services were terminated on 24th July, 1983, when he was turned out from the factory.

12. In view of the above discussion, it is held that the reference is not premature because the services of the claimant were terminated on 24th July, 1983. Issue No. 1 is decided accordingly against the Management. It is further held that the Management has failed to prove that the claimant had taken his dues in full and final settlement of his claim on 25th December, 1983, on the basis of alleged receipt Ex. M-7. Issue No. 2 is decided accordingly against the Management.

#### ISSUE NO. 3 :

3. It was argued on behalf of the management that the present dispute was not raised by the claimant, but on other hand, his case was espoused by the Union and as such the dispute was not covered by the provisions of Section 2-A of the Industrial Disputes Act, 1947, but on the other hand, it was an industrial dispute within the purview of the Section 2(k) of the Industrial Disputes Act, 1947. Reliance was placed on the ruling reported as *The British India Corporation Ltd., v. Mohd. Sadiq and others, 1974 I.B.I.C., 420*, in which it is laid down that an individual dispute cannot be referred to the Labour Court for adjudication by the Labour Commissioner, but it can be referred by the Government. This ruling does not help the management because in the present case, the dispute has been referred by the Haryana Government, and not by the Labour Commissioner. The second ruling is *Deepak Industries Ltd., and others and State of West Bengal and others, 1975-I-LLJ 293* in which it is laid down

that where the dispute is espoused by the Union or the workmen, authority to do so must be produced either by a resolution of the members or authorisation by individual workmen. This ruling does not help the Management because in the present case, the claimant gave the letter of authority on 14th April, 1981 to his representative Shri M. K. Bhandari. Consequently even though the dispute does not fall under Section 2-A of the Industrial Disputes Act, 1947, yet the provisions of Section 2(K) of this Act have been complied with. The issue is decided accordingly partly in favour of and partly against the Management.

#### Issue No. 4.

14. It was argued by the representative of the Management that the claimant was employed on 17th June, 1983 and he had not completed 240 days when his services were terminated during that year. The claimant in his demand notice dated 10th August, 1983, clearly mentioned that he was appointed on 16th January, 1981. The Management in their written reply filed in conciliation proceedings on 7th September, 1983, copy Ex. M-5, pleaded that the claimant was appointed on 24th April, 1981. In the written statement filed in this Court, the date of appointed mentioned in the demand notice was not controverted. Moreover, the claimant in his letter Ex. W-2 and W-3 clearly mentioned that he was appointed in 16th January, 1981. These letters were written by him on 2nd March, 1983 and 13th March, 1983 respectively. Consequently, the claimant was appointed on 16th January, 1981, and his version as WW-1 finds corroboration from the demand notice as well as the letters Ex. W-1 W-2. The management also admitted in their reply Ex. M-5 that the claimant was appointed on 24th April, 1981. Even if the date of appointment is taken as 24th April, 1981, the claimant had already completed the period of more than one year and had served for more than 240 days continuously. As such the provisions of Section 25-F applied to his case and since no compensation or notice pay was given to him, therefore, the termination of his service was neither proper nor justified. It may be mentioned that even in the document Ex. M-6 containing the details of amount, notice pay or compensation were not included therein. It was argued by the Management that the claimant was gainfully employed during this period because he admitted in cross examination that he was pulling

rickshaw and was earning some times Rs. 10/- and some times Rs. 30- to Rs. 40 per day. The average monthly income, therefore, comes to more than Rs. 650/- It is true that ordinary pulling a hired rickshaw does not amount to gainfully employment because the average income in that case would hardly be sufficient to make both ends meet. In the present case, Raneved the claimant was getting Rs. 385/- per month as Mixtureman by the Management when his services were terminated and he has been earning about Rs. 650 per month thereafter. Consequently, in the peculiar circumstances of this case, the claimant is not entitled to full back wages. Under all these circumstances, the claimant should be reinstated, but would not be paid full back wages for the reasons mentioned above. The award is passed accordingly.

Dated the 29th July, 1985.

R. N. BATRA,  
Presiding Officer,  
Industrial Tribunal,  
Haryana, Faridabad.

Endorsement No. 580, dated 29th July, 1985.

Forwarded (four copies) to the Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh and required under Section 15-A of the Industrial Disputes Act, 1947.

R. N. BATRA,  
Presiding Officer,  
Industrial Tribunal,  
Haryana, Faridabad.

The 20th September, 1985.

No. 9/5/84-6 Lab./7621.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer Labour Court, Rohtak in respect of the dispute between the Workman and the management of (1) State Transport Controller, Haryana, Chandigarh, (ii) General Manager, Haryana Roadways, Sirsa.

BEFORE SHRI B. P. JINDAL PRESIDING OFFICER, LABOUR COURT, ROHTAK.

Reference No. 41 of 84

between

SHRI SURESH KUMAR, WORKMAN AND THE MANAGEMENT OF (i) STATE TRANSPORT CONTROLLER, HARYANA, CHANDIGARH (ii) GENERAL MANAGER, HARYANA ROADWAYS, SIRSA.

Shri S. S. Gupta, A. R. for the workman.

Shri V. K. Kohli, A. R. for the management.

## AWARD

1. In exercise of the powers conferred by clause (c) of sub section (i) of section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana, referred the following dispute, between the workman Shri Suresh Kumar and the management of (i) State Transport Controller, Haryana, Chandigarh, (ii) General Manager, Haryana Roadways, Sirsa, to this Court, for adjudication,—vide Haryana Government Gazette Notification number 13538-44, dated 30th March, 1984:—

Whether the termination of services of Shri Suresh Kumar is justified and in order? If not to what relief is he entitled?

2. After receipt of the order of reference, notices were issued to the parties. The parties appeared. The case of the workman is that he was employed with the respondent as a Helper since 2nd September, 1982 and that the respondent choose to terminate his services on 8th September, 1983 in flagrant disregard of the provisions of the Industrial Disputes Act, 1947.

3. In the reply filed by the respondent, preliminary objection taken is that no cause of action has accrued in favour of the workman and that the applicant was employed on daily wages and his appointment was made in dribblets for one month only after giving a break in service. It is also alleged that daily wagers are appointed to meet sudden increase in workload. So it is alleged that provision of the Industrial Disputes Act are not attracted in this case.

4. On the pleadings of the parties, the following issue was framed on 21st August, 1985:—

1. Whether the termination of services of Shri Suresh Kumar is justified and in order? If not, to what relief is he entitled?

5. The workman himself appeared as his own witness as WW-1 and the management examined MW-1 Shri Niranjan Dass, Establishment Assistant, Haryana Roadways Sirsa Depot.

6. Authorised Representatives of the parties heard. My findings on the issue framed are as below:—

Issue No. 1

7. The parties are at variance regarding the date of appointment of the petitioner. As

per the petitioner, he was appointed on 2nd September, 1982, but the witness of the management Shri Niranjan Dass, MW-1 stated that the petitioner was appointed on 7th November, 1982, so also parties are at variance regarding the date of termination. As per the petitioner his services were terminated on 8th September, 1983 but the witness of the management alleged that the same were terminated on 31st August, 1983. I shall take the date as given by the management to be correct one. Even than the workman had put in more than 240 days of actual work with the respondent and as such, the management could not have terminate his services without giving the benefit of section 25F of the Industrial Disputes Act, 1947. Admittedly no prior notice or retrenchment compensation was paid to him. On behalf of the management it was faintly argued that since there was break in service of the workman, he cannot avail of the benefit of section 25F of the Industrial Disputes Act, 1947. The contention is mis-conceived. This contention has been amply covered in 1980 II LLJ 72, **Santosh Gupta vs. State Bank of Patiala**. Under these circumstances, there is no difficulty in holding that the order of termination of services of the petitioner was illegal and unlawful and the same cannot be sustained and the same is set aside and the workman is ordered to be re-instated with continuity of services and full back wages.

8. Full back wages have been awarded because his services were terminated on 8th September, 1983 and the demand notice was raised on 29th September, 1983. The reference is answered and returned accordingly. There is no order as to cost.

Dated: 20th August, 1985.

Endorsement No. 41-84/1440, dated 2nd September, 1985

B. P. Jindal  
Presiding Officer,  
Labour Court,  
Rohtak.

Forwarded (four copies) to the Secretary to Government Haryana Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

B. P. Jindal  
Presiding Officer,  
Labour Court,  
Rohtak.

No. 9/5/84-6 Lab./7620.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Rohtak in respect of the dispute between the Workman and the management of M/s The Bhiwani Central Co-operative Consumer Stores Ltd., Bhiwani.

BEFORE SHRI B. P. JINDAL, PRESIDING OFFICER, LABOUR COURT,  
ROHTAK.

Reference No. 198 of 83.

between

SHRI KARAN SINGH, WORKMAN AND THE MANAGEMENT OF M/s. THE BHIWANI CENTRAL CO-OPERATIVE CONSUMER STORES, LTD., BHIWANI.

Shri S. S. Gupta, A. R. for the workman.  
Shri Mir Singh, A. R. for the management.

#### AWARD

1. In exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana, referred the following dispute, between the workman Shri Karan Singh and the management of M/s. The Bhiwani Central Co-operative Consumer Stores, Ltd., Bhiwani, for adjudication, to this Court,—*vide* Haryana Government Gazette Notification No. 58661-66, dated 9th November, 1983.

Whether the termination of services of Shri Karan Singh is justified and in order? If not to what relief is he entitled?

2. After receipt of the order of reference, notices were issued to the parties. The parties appeared. The case of the workman is that he was appointed as a Accounts Clerk/Salesman in the year 1979 and all through his work and conduct has been satisfactory, but the management,—*vide* his letter dated 30th September, 1982, terminated his services illegally without any prior notice or payment of any retrenchment compensation. Therefore, he has prayed that he be reinstated with continuity of service and full back wages.

3. In the reply filed by the respondent, it is alleged that the petitioner was employed on 21st April, 1979, as a Salesman on ad hoc basis, but his work and conduct has never been satisfactory as alleged and that his services were terminated in accordance with the terms and conditions of appointment letter, so there is no taint of illegality attached to his termination.

4. On the pleadings of the parties the following issue was framed on 23rd January, 1985 :—

(1) Whether the termination of services of Shri Karan Singh, is justified and in order? If not, to what relief is he entitled?

5. The workman appeared as his own witness as WW-1. The management examined Shri S. R. Gaur, General Manager, as MW-1.

6. Authorised Representatives of the parties heard.

7. On behalf of the respondent it was vehemently contended that since the termination of services of the petitioner was made in accordance with the stipulated conditions in the letter of appointment Ex. M-1, the petitioner can take no umbrage against the order of termination and further-more the respondent was constrained to terminate his services in compliance with the instructions issued by the Managing Director of the confed contained in Ex. M-2. In my opinion, both these documents can be of no avail to the respondent in meeting the provisions of section 25-F of the Industrial Disputes Act, 1947. It was held in 1981 II. LLN 16, *Beco Engineering Company Ltd., versus The State of Punjab and others* that an employer cannot take advantage of any clause in the appointment letter that the services of the workman can be terminated by giving him one month's notice or one month's pay in lieu thereof. Even if, any executive instructions are issued by the Managing Director of Confed for terminating the services of the ad hoc employee, the same can have no overriding effect upon the Industrial Disputes Act, 1947. The petitioner

was in the employment of the respondent admittedly for more than 240 days, because he was employed on 21st April, 1979 and his services were terminated on 30th September, 1982. So termination of his service was in flagrant disregard of the provisions of the Industrial Disputes Act, 1947, because no prior notice or retrenchment compensation was given to him as envisaged in section 25F of the Industrial Disputes Act, 1947, so the order of termination cannot be sustained and as such the same is set aside. Now the question of back wages survives. Services of the workman were terminated on 30th September, 1982 and he raised the demand notice on 21st January, 1983, i.e., after a lapse of about three months. This delay cannot be viewed seriously. So, the workman is ordered to be reinstated with continuity of service and full back wages. The reference is answered and returned accordingly. There is no order as to cost.

Dated: 20th March, 1985.

B. P. Jindal  
Presiding Officer,  
Labour Court,  
Rohtak.

Endorsement No. 198-83/1439, dated 2nd September, 1985.

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Department Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

B. P. Jindal  
Presiding Officer,  
Labour Court,  
Rohtak.

KULWANT SINGH,  
Secretary to Government, Haryana,  
Labour and Employment Departments.

भ्रम विभाग  
आदेश  
दिनांक 30 सितम्बर, 1985

सं. घो.वि./एफ.डी./96-85/40316.—चूंकि हरियाणा के राज्यपाल की राय है कि मै. इलैक्ट्रो फार्मरज इडिण्डा प्लाट नं. 85, सैकटर-24, फरीदाबाद, के श्रमिक, श्री बशीष्ट तथा उसके प्रबन्धकों के मध्य इसमें इसके बाद लिखित मामले में कोई आद्योगिक विवाद है;

और चूंकि हरियाणा के राज्यपाल विवाद को न्यायनिर्णय हेतु निर्दिष्ट करना वांछनीय समझते हैं;

इसलिए, अब, श्रौद्योगिक विवाद अधिनियम, 1947, की धारा 10 की उपधारा (1) के खण्ड (ग) द्वारा प्रदान की गई शक्तियों का प्रयोग करते हुए, हरियाणा के राज्यपाल इसके द्वारा सरकारी अधिसूचना सं. 5415-3-श्रम-68/15234, दिनांक 20 अगस्त, 1968, के साथ पढ़ते हुए अधिसूचना सं. 11495-जी-श्रम-57/11245, दिनांक 7 फरवरी, 1958, द्वारा उक्त अधिनियम की धारा 7 के अधीन गठित श्रम न्यायालय, फरीदाबाद, को विवादग्रस्त या उससे सुसंगत या उससे सम्बन्धित नीचे लिखा मामला न्यायनिर्णय एवं पंचाट तीन मास में देने हेतु निर्दिष्ट करते हैं जो कि उक्त प्रबन्धकों तथा श्रमिक के बीच या तो विवादग्रस्त मामला है या विवाद से सुसंगत अथवा संबंधित मामला है :—

क्या श्री बशीर की सेवाओं का समापन न्यायोचित तथा ठीक है? यदि नहीं, तो वह किस राहत का हकदार है?

सं. श्रो.वि./एफ.डी./96-85/40323.—चूंकि हरियाणा के राज्यपाल की राय है कि मैं इलैक्ट्रो फार्मरज इण्डिया, प्लाट नं. 85, सैक्टर 24, फरीदाबाद, के श्रमिक श्री फितर सिंह तथा उसके प्रबन्धकों के मध्य इसमें इसके बाद लिखित मामले में कोई श्रौद्योगिक विवाद है;

और चूंकि हरियाणा के राज्यपाल विवाद को न्यायनिर्णय हेतु निर्दिष्ट करना बांछनीय समझते हैं;

इसलिए, अब, श्रौद्योगिक विवाद अधिनियम, 1947 की धारा 10 की उपधारा (1) के खण्ड (ग) द्वारा प्रदान की गई शक्तियों का प्रयोग करते हुए, हरियाणा के राज्यपाल इसके द्वारा सरकारी अधिसूचना सं. 5415-3-श्रम-68/15234, दिनांक 20 अगस्त 1968, के साथ पढ़ते हुए अधिसूचना सं. 11495-जी-श्रम-57/11245, दिनांक 7 फरवरी, 1958, द्वारा उक्त अधिनियम की धारा 7 के अधीन गठित श्रम न्यायालय, फरीदाबाद, को विवादग्रस्त या उससे सुसंगत या उससे सम्बन्धित नीचे लिखा मामला न्यायनिर्णय एवं पंचाट तीन मास में देने हेतु निर्दिष्ट करते हैं जोकि उक्त प्रबन्धकों तथा श्रमिक के बीच या तो विवादग्रस्त मामला है या विवाद से सुसंगत अथवा संबंधित मामला है :—

क्या श्री फितर सिंह की सेवाओं का समापन न्यायोचित तथा ठीक है? यदि नहीं, तो वह किस राहत का हकदार है?

सं. श्रो.वि./एफ.डी./96-85/40330.—चूंकि हरियाणा के राज्यपाल की राय है कि मैं इलैक्ट्रो फार्मरज इण्डिया, प्लाट नं. 85, सैक्टर 24, फरीदाबाद, के श्रमिक श्री हरीश चन्द्र सिंह तथा उसके प्रबन्धकों के मध्य इसमें इसके बाद लिखित मामले में कोई श्रौद्योगिक विवाद है ;

और चूंकि हरियाणा के राज्यपाल विवाद को न्यायनिर्णय हेतु निर्दिष्ट करना बांछनीय समझते हैं;

इसलिए, अब, श्रौद्योगिक विवाद अधिनियम, 1947 की धारा 10 की उपधारा (1) के खण्ड (ग) द्वारा प्रदान की गई शक्तियों का प्रयोग करते हुए, हरियाणा के राज्यपाल इसके द्वारा सरकारी अधिसूचना सं. 5415-3-श्रम-68/15234, दिनांक 20 अगस्त, 1968, के साथ पढ़ते हुए अधिसूचना सं. 11495-जी-श्रम-57/11245, दिनांक 7 फरवरी, 1958, द्वारा उक्त अधिनियम की धारा 7 के अधीन गठित श्रम न्यायालय, फरीदाबाद, को विवादग्रस्त या उससे सुसंगत या उससे सम्बन्धित नीचे लिखा मामला न्यायनिर्णय एवं पंचाट तीन मास में देने हेतु निर्दिष्ट करते हैं जोकि उक्त प्रबन्धकों तथा श्रमिक के बीच या तो विवादग्रस्त मामला है या विवाद से सुसंगत अथवा संबंधित मामला है :—

क्या श्री हरीश चन्द्र सिंह की सेवाओं का समापन न्यायोचित तथा ठीक है? यदि नहीं, तो वह किस राहत का हकदार है?

सं. श्रो.वि./एफ.डी./96-85/40337.—चूंकि हरियाणा के राज्यपाल की राय है कि मैं इलैक्ट्रो फार्मरज इण्डिया, प्लाट नं. 85, सैक्टर 24, फरीदाबाद, के श्रमिक श्री हनुमान सिंह तथा उसके प्रबन्धकों के मध्य इसमें इसके बाद लिखित मामले में कोई श्रौद्योगिक विवाद है ;

और चूंकि हरियाणा के राज्यपाल विवाद को न्यायनिर्णय हेतु निर्दिष्ट करना बांछनीय समझते हैं;

इसलिए, अब, श्रौद्योगिक विवाद अधिनियम, 1947 की धारा 10 की उपधारा (1) के खण्ड (ग) द्वारा प्रदान की गई शक्तियों का प्रयोग करते हुए, हरियाणा के राज्यपाल इसके द्वारा सरकारी अधिसूचना सं. 5415-3-श्रम-68/15234, दिनांक 20 अगस्त, 1968, के साथ पढ़ते हुए अधिसूचना सं. 11495-जी-श्रम-57/11245, दिनांक 7 फरवरी, 1958, द्वारा उक्त अधिनियम की धारा 7 के अधीन गठित श्रम न्यायालय, फरीदाबाद, को विवादग्रस्त या उससे सुसंगत या उससे सम्बन्धित नीचे लिखा मामला न्यायनिर्णय एवं पंचाट तीन मास में देने हेतु निर्दिष्ट करते हैं जोकि उक्त प्रबन्धकों तथा श्रमिक के बीच या तो विवादग्रस्त मामला है या विवाद से सुसंगत अथवा संबंधित मामला है :—

क्या श्री हनुमान सिंह की सेवाओं का समापन न्यायोचित तथा ठीक है? यदि नहीं, तो वह किस राहत का हकदार है?